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**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA**

GILBERT SALINAS, individually,
 and on behalf of all others similarly
 situated,

Plaintiff,

vs.

KRAFT FOODS GLOBAL, INC., and
 DOES 1 through 100, inclusive,
 inclusive,

Defendants.

Case No. 12-CV-02894-WHO

CLASS ACTION

**ORDER GRANTING FINAL APPROVAL OF
 CLASS ACTION SETTLEMENT AND
 JUDGMENT OF DISMISSAL WITH
 PREJUDICE**

Re. Dkt. No.: 44

This matter having come before the Court on November 13, 2013, for a hearing on Plaintiff Gilbert Salinas's ("Plaintiff") Motion for an Order: (1) Granting Final Approval of Class Action Settlement Agreement; (2) Awarding Attorneys' Fees and Costs to Class Counsel; (3) Approving Enhancement Award to the Class Representative; (4) Awarding Reimbursement of Claims Administration Fees and Costs; and (5) Entering Judgment of Dismissal with Prejudice, the Court having considered all papers filed and proceedings had herein and otherwise being fully informed and good cause appearing therefore, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. All terms used herein shall have the same meaning as defined in the Kraft Foods Global, Inc. "Wage and Hour" Class Action Settlement Agreement and Release of Claims ("Settlement") submitted to the Court on June 7, 2013 [Docket No. 29-2, Exhibit A], unless noted otherwise herein.

2. Consistent with the definitions provided in the Settlement, the terms "Settlement Class" and "Class Member" shall mean all persons who were employed as route salespersons

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1 (defined to include "Sales Associates," "Sales Representatives," and "Sales Trainees") who were
2 employed by Kraft Pizza Company in one or more of its locations in California at any time on or
3 after April 25, 2008 who do not timely submit a valid opt out form consistent with the Claim
4 Process as described in the Settlement.

5 3. The Court has jurisdiction over the subject matter of this Action and over all
6 parties to this Action, including all Class Members.

7 4. In accordance with the Settlement and this Court's Preliminary Approval Order
8 [Docket No. 43], distribution of the Class Notice directed to the Class Members has been
9 completed, including the individual notice to all Class Members who could be identified through
10 reasonable effort. It is hereby determined that the Notice to Class Members, as disseminated to
11 Class Members in accordance with the provisions of the Preliminary Approval Order, was the
12 best notice practicable under the circumstances to all Class Members. Due and adequate notice
13 of the pendency of this Action and of this Settlement has been provided to Class Members, and
14 this Court hereby finds that the notice program described in the Preliminary Approval Order and
15 completed by the Settlement Administrator complied fully with the requirements of due process,
16 the Federal Rules of Civil Procedure, and all other applicable laws.

17 5. The Court hereby approves the settlement terms set forth in the Settlement and
18 finds that the Settlement is, in all respects, fair, adequate and reasonable, and further finds that
19 Plaintiff has satisfied the standards and applicable requirements for final approval of this class
20 action settlement under Rule 23 of the Federal Rules of Civil Procedure. The Court finds that the
21 Settlement has been reached as a result of intensive and non-collusive arm's-length negotiations.
22 The Court further finds that the Parties have conducted extensive and costly investigation and
23 research, and counsel for the Parties were able to reasonably evaluate their respective positions.
24 The Court also finds that settlement at this time will avoid additional substantial costs, as well as
25 the delay and risks that would be presented by the further prosecution of the litigation. The Court
26 has reviewed the benefits that are being granted as part of the Settlement and recognizes their
27 significant value to Class Members. The Court also finds that the Settlement Class is properly
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1 certified as a class for settlement purposes only. The parties to the Settlement Agreement are
 2 hereby directed to effectuate the Settlement according to its terms.

3 6. All Class Members are bound by this Final Approval Order and Judgment and by
 4 the Settlement Agreement embodied therein, including the releases provided for in the
 5 Settlement Agreement and this Order and Final Judgment. As of the Effective Date of
 6 Settlement, by operation of the entry of this Order and Final Judgment, each member of the
 7 Class, including Plaintiff, shall be deemed to have fully released, waived, relinquished and
 8 discharged, to the fullest extent permitted by law, all Released Claims that the Class Member
 9 may have against the Releasees.

10 7. "Releasees" means Defendant and Defendant's present and former parent
 11 companies, subsidiaries, shareholders, officers, directors, attorneys, insurers, successors and
 12 assigns.

13 8. "Released Claims" means any and all individual and class claims, debts,
 14 liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorneys' fees, damages,
 15 action or causes of action of whatever kind or nature, whether known or unknown, that were
 16 actually alleged in the Complaint, as well as wage and hour class claims which could have been
 17 brought based on the specific factual allegations contained in the Complaint, including, but not
 18 limited to any claims under California or Federal law for unpaid wages, unpaid commissions,
 19 unpaid overtime, record-keeping violations, paycheck violations, meal period and rest period
 20 violations, and "waiting time" penalties, which arose between April 25, 2008 and the date of
 21 preliminary approval, inclusive. The Settlement Agreement is intended to include in its effect all
 22 claims that were asserted or reasonably could have been asserted in this action, including any so-
 23 related claims that each member of the Settlement Class does not know or suspect to exist in his
 24 or her favor against Releasees. Consequently, with regard to claims that were brought or that
 25 relate to or reasonably could have arisen out of the specific facts alleged in the Complaint, the
 26 members of the Settlement Class also waive all rights and benefits afforded by Section 1542 of
 27 the Civil Code of the State of California, and do so understanding the significance of that waiver.
 28 Section 1542 provides:

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1 A general release does not extend to claims which the creditor does not know or
 2 suspect to exist in his or her favor at the time of executing the release, which if
 3 known by him or her must have materially affected his or her settlement with the
 4 debtor.

5 9. Neither the Settlement nor this Final Approval Order and Judgment is an
 6 admission of liability, fault or wrongdoing by Defendant, or any of the Releasees, nor a finding
 7 of the validity of any claims in the Action or any violation of law. Neither this Final Approval
 8 Order and Judgment, the Settlement, nor any document referred to herein, nor any action taken to
 9 carry out the Settlement is, may be construed as, or may be used as, an admission or concession
 10 by or against Defendant, or any of the Releasees, of any fault, wrongdoing or liability
 11 whatsoever. Neither this Final Order and Judgment, any term or provision of the Settlement
 12 Agreement, nor any of the negotiations or proceedings connected with it, shall be offered or
 13 received in evidence in any pending or future civil, criminal or administrative action or
 14 proceeding, other than such proceedings that may be necessary to consummate or enforce the
 15 Settlement Agreement; however, Defendant or any Releasee may use the Settlement Agreement,
 16 the exhibits thereto, and/or any related document, in any action that may be brought against them
 17 in order to support a defense or counterclaim based on principles of res judicata, collateral
 18 estoppel, release, good faith settlement, judgment bar or reduction, accord and satisfaction, or
 19 any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

20 10. The Court hereby finds the Settlement payments provided for under the
 21 Settlement to be fair and reasonable in light of all the circumstances. The Court, therefore, orders
 22 the calculations and the payments to be made and administered in accordance with the terms of
 23 the Settlement.

24 11. The Court hereby confirms Scott Cole & Associates, APC as Class Counsel in
 25 this Action.

26 **A. ATTORNEYS' FEES**

27 12. Class Counsel has adequately represented plaintiffs in this action. Class Counsel
 28 submitted a declaration and billing records indicating that the lodestar amount of their fees is
 \$266,841.50. They requested an enhancement for an award of attorneys' fees of \$299,700,

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1 which amounts to 33.3% of the settlement amount of \$900,000. While the agreement that led to
 2 this Order is a good one for the Class, the Court finds that the lodestar will reasonably
 3 compensate Class Counsel for their work. For good cause shown, the Court awards the lodestar
 4 amount without the enhancement requested by Class Counsel.

5 13. The Court finds that Class Counsel incurred costs in the form of legal and factual
 6 research, photocopies, fax, travel, postage, and telephone charges, in the amount of \$6,397.94 (as
 7 of September 16, 2013) and will incur additional expenses through the completion of the
 8 distribution process including, but not limited to, photocopies, fax, postage, and telephone
 9 charges. The actual costs incurred by Class Counsel in this litigation are reasonable and
 10 appropriate and are appropriate for reimbursement in the amount of \$6,397.94, pursuant to the
 11 Settlement and the cost report filed by Class Counsel in connection with Plaintiff's Motion for
 12 Final Approval.

13 **IT IS FURTHER ORDERED THAT:**

14 14. The Court finds that Plaintiff Gilbert Salinas has contributed significantly to the
 15 resolution of this case and has fairly and adequately represented and protected the interests of the
 16 Class at all times in this action. The Court finds the enhancement award to be fair and reasonable
 17 compensation based upon the evidence presented regarding the services provided and the risks
 18 incurred by Plaintiff in assisting Class Counsel in this matter. The Representative Plaintiff shall
 19 receive an Enhancement Award in the amount of \$5,000.

20 **IT IS FURTHER ORDERED THAT:**

21 15. The Court finds that the costs which have already been incurred by the Settlement
 22 Administrator, \$11,500.00, were incurred for the benefit of the Class, are fair, reasonable, and
 23 appropriate for reimbursement. The Court thus approves payment of \$11,500.00 to CPT Group,
 24 Inc. for administration fees, which includes all costs and fees incurred to date, as well as
 25 estimated costs and fees involved in completing the administration of the Settlement.

26 16. The parties have allocated \$2,000 towards the release of Private Attorneys
 27 General Act ("PAGA") claims. The sum of \$1,500 shall be paid to the California Labor and
 28 Workforce Development Agency for the release of PAGA claims.

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1 17. Without affecting the finality of this Order of Final Approval of Class Action
 2 Settlement, the Court reserves continuing and exclusive jurisdiction over the parties to the
 3 Settlement, including Defendant and Class Members, to administer, supervise, construe and
 4 enforce the Settlement in accordance with its terms for the mutual benefit of the parties.

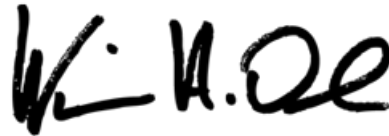
5 18. Judgment will be entered in accordance with the findings and orders made herein.
 6 For all of the reasons set forth above, Plaintiff's Motion for Final Approval of Class Action
 7 Settlement is hereby **GRANTED**. This action is dismissed in its entirety, on the merits, with
 8 prejudice and without leave to amend, and Plaintiff and Class Members are forever barred and
 9 enjoined from asserting any of the Released Claims in any court or forum whatsoever.

10 19. Under Rules 23, 54, and 58 of the Federal Rules of Civil Procedure, the Court, in
 11 the interests of justice, there being no reason for delay, expressly directs the Clerk of the Court to
 12 enter this Order, and hereby decrees that, upon entry, it be deemed a final judgment.

13 **IT IS SO ORDERED.**

14 Dated: November 14, 2013

15 By:



16 William H. Orrick
 17 United States District Judge
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